

**EXHIBIT "A"**

**TO MEMORANDUM OF LAW IN SUPPORT OF PHILADELPHIA MARINE  
TRADE ASSOCIATION'S MOTION TO JOIN AN ADDITIONAL DEFENDANT**

Section 2. The Trustees may compel and enforce the payment of the contributions in any manner which they may deem proper. However, the Trustees shall not be required to compel and enforce the payment of the contributions or to be personally or collectively responsible therefor if in the opinion of the Trustees such enforcement would involve a greater expense to the Fund than would be realized by any attempt to enforce the payment of contributions.

Section 3. An Employer shall not have the duty or obligation to collect, receive or pay over any of the contributions required to be made by any other Employer, nor shall any Employer be deemed a guarantor, or surety in respect to any such contributions by any other Employer.

Section 4. The failure of any Employer to pay the contributions required hereunder within ten days after the date on which such contributions or payments are due, shall be in violation of the currently effective collective bargaining agreement and any amendments thereto between such Employer and the Union as well as in violation of the Employer's obligation hereunder. Non-payment by any Employer of any contributions when due shall not relieve any other Employer from the obligations, as well as all other obligations of the Employer shall be binding upon the successors and assigns of each corporate Employer and upon the heirs, executors, administrators and assigns of each unincorporated Employer.

#### ARTICLE VII

##### Employees' Rights

Section 1. No Employee or any other person claiming by or through any employee, nor any Employer nor the Union, nor any

other person, partnership, corporation or association shall have any right, title or interest in or to the Fund or any part thereof. Title to all of the money, property and income paid into, acquired by, or accrued to the Fund shall be vested in and remain exclusively in the Board of Trustees of the Fund, and no benefits or monies of the Fund shall be subject in any manner to anticipation, or to voluntary or involuntary alienation, and any attempt to anticipate or alienate shall be void.

The monies paid and to be paid into the Fund shall not constitute or be deemed monies of the individual employees, nor shall said monies in any manner be liable for or subject to the debts, contracts or liabilities of the Employers, the employees, the PMTA, or the Union. No employee shall have the right to receive any part of the Fund instead of the employee's distributive share as determined by the Trustees, nor shall he have a right to assign his distributive share either upon the termination of the Trust or upon his withdrawal through severance of employment or otherwise. It is the intention of the parties hereto that said Funds shall constitute an irrevocable trust for the benefit of the eligible employees.

#### ARTICLE VIII .

##### Amendments

Section 1. The provisions of this agreement and declaration of trust, as well as the provisions of the Fund may be amended by an instrument in writing issued by the Trustees, provided, however, that no amendment shall divert the Fund as then constituted or any part thereof from the purposes of this Trust, nor shall there be any amendments as a result of which there would be unequal voting rights between Employer Trustees and Union Trustees, or